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RECENT CASES.

CONTRACTS.

Contract—Breach of Promise of Marriage.—*Yale v. Curtiss*, 45 N. E. Rep. 1125 (N. Y.). The New York Court of Appeals, in this case, takes a view at variance with that of courts generally and refuses to infer an engagement to marry from such circumstances as usually attend an engagement.. In the language of Judge Haight, "A formal offer and acceptance is not necessary, but there must be an offer and acceptance 'sufficiently disclosed or expressed to fix the fact that they were to marry as clearly as if put in formal words.' * * * Mere courtship, or even intention to marry, is not sufficient to constitute a contract." There must be a meeting of the minds as in any other contract. 24 N. Y. Sup. 981, reversed.

Insurance—Breach of Conditions—Assignment for Benefit of Creditors.—*Milwaukee Trust Co. et al. v. Lancashire Ins. Co. et al.*, 70 N. W. Rep. 81 (Wis.). Conditions in insurance policies providing that they shall be void in case of assignments, unless provided by agreement indorsed on the policies, cover assignments for the benefit of creditors, even though such assignments may be void for fraud or by statute.

Pawnbrokers—Usury—Collateral Contracts.—*Stich et al. v. Sarnek*, 43 N. Y. Sup. 1068. A contract by which a coat is pledged to a pawnbroker at the maximum legal rate of interest, and providing for an additional charge of twelve cents for insurance against moths is valid if made in good faith.

CONVEYANCES.

Deeds—Delivery—Deputy Clerk.—*Robbins v. Rascoe*, 26 S. E. Rep. 807 (N. C.). A deed of gift was handed by the grantor to a deputy clerk of court to be proved and registered before the clerk, but was recalled by the grantor before probate or registration. The grantee was ignorant of the deed until after its recall. Held, that the delivery of the deed was complete on its commission to the deputy clerk, an acceptance by the grantee not being essential to complete delivery.